

Exhibit Q

ILLINOIS TELECOMMUNICATIONS RELAY SERVICE AGREEMENT

BY AND BETWEEN

ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION

AND

SPRINT COMMUNICATIONS COMPANY, L.P.

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THIS ILLINOIS TELECOMMUNICATIONS RELAY SERVICE AGREEMENT is made and entered into as of this 31st day of August 1999 by and between Sprint Communications Company, L.P., a Delaware limited partnership, with its offices at 8140 Ward Parkway, Kansas City, MO 64116 ("Vendor"), and the Illinois Telecommunications Access Corporation, an Illinois not-for-profit corporation ("ITAC"), with its offices at 3001 Montvale Drive, Suite D, Springfield, Illinois 62704, acting on behalf of each of its member Illinois Local Exchange Carriers.

RECITALS:

WHEREAS, Section 13-703(b) of the Illinois Public Utilities Act and Title IV of the Americans with Disabilities Act of 1990 and the standards and regulations promulgated by the Federal Communications Commission under the Title IV of the Americans with Disabilities Act of 1990 require all Local Exchange Carriers to provide Telecommunications Relay Service (as defined below);

WHEREAS, each of the Illinois Local Exchange Carriers is a member of ITAC, and each Illinois Local Exchange Carrier has delegated to ITAC the authority to take such actions on behalf of it as shall be necessary for each Illinois Local Exchange Carrier to comply with its obligations under the Illinois Public Utilities Act, including the obligation of the Illinois Local Exchange Carriers to provide Telecommunications Relay Service;

WHEREAS, the Illinois Commerce Commission has promulgated rules governing ITAC and relating to the provision of Telecommunications Relay Service in Illinois;

WHEREAS, pursuant to the Illinois Commerce Commission's rules, ITAC issued a Request for Proposal on or about February 2, 1999 regarding the provision of Telecommunications Relay Service in Illinois;

WHEREAS, Vendor submitted to ITAC a proposal for the provision of Telecommunications Relay Service for the State of Illinois, which was submitted to ITAC on April 15, 1999; and

WHEREAS, the Board of Directors of ITAC has accepted the Vendor for provision of Telecommunications Relay Service to Illinois pursuant to the terms and conditions of this Agreement, and, pursuant to the applicable Illinois Commerce Commission's rules, will seek the Illinois Commerce Commission's approval of Vendor's provision of Telecommunications Relay Service pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.10 "Billable Minutes" means all Conversation Minutes incurred for the following TRS Calls made pursuant to this Agreement: (a) intrastate, (b) intrastate toll-free (e.g., 800, 888 and 877) TRS Calls allocated per the NECA Formula, and (c) Billable Roaming TRS Calls. Billable Minutes shall not include any other Conversation Minutes, such as those incurred for interstate and international TRS Calls.

1.11 "Blocked" means any attempted TRS Calls that do not reach the first switch at a CA Center within one-to-two (1 to 2) seconds (i) after the TRS Call has accessed the Vendor's inter-exchange network, and/or (ii) after a signaling malfunction within the Vendor SS7.

1.12 "CA Center" means a Center at which CAs perform Relay Services for TRS Calls.

1.13 "Center" means the Vendor's Relay Service facilities (either collectively or individually as the context indicates) that are part of the Vendor's TRS center network, subject to Sections 2.3 and 3 below.

1.14 "Commencement Date" shall mean February 1, 2000.

1.15 "Commission" means the Illinois Commerce Commission, or any successor agency.

1.16 "Communications Assistant" or "CA" means a person who Transliterates conversations from text to voice and from voice to text between Users of Relay Services, or otherwise provides Relay Services to Users on TRS Calls hereunder.

1.17 "Conversation Minutes" means only the time, measured to the nearest tenth of a minute, in a TRS Call, that the calling User is: (a) connected to the called User (extended by the Relay Service); (b) connected to a Voicemail System at the called User's number (subject to the one TRS Call per voicemail restriction set forth in Section 8(e) of Attachment E; or (c) connected to a recorded message or intercept for the called User's number. Conversation Minutes does not include any other time, including, without limitation: (i) time required for TRS Call set-up; (w) time required for TRS Call wrap-up; (x) TRS Calls that have reached numbers that are busy or receive no answer; (y) time in queue; or (z) time between TRS Calls (e.g., a User finishes one TRS Call and provides information for a sequential TRS Call).

1.18 "Disaster Recovery Plan" means the detailed plan for backup and disaster recovery that is maintained by Vendor and attached hereto as Attachment I.

1.19 "Effective Date" means the day and date first above indicated.

1.20 [intentionally omitted]

1.21 "FCC" means the Federal Communications Commission, or any successor agency.

1.22 "FCC Regulations" means the FCC regulations set forth in 47 C.F.R. Part 64 Subpart F.

1.22 "Illinois Account Manager" shall have the meaning given in Section 4.1.

1.23 "Intellectual Property Rights" means registered and unregistered copyrights; patents (including continuations, continuations-in-part, divisionals, provisionals, re-examinations and reissues) and patent applications; registered and unregistered trademarks and/or service marks, and applications for registration of such marks; trade secrets; confidential information and other intellectual property rights throughout the world.

1.24 "IXC" means an Interexchange Carrier, which is a telecommunications carrier providing interexchange service as defined in Section 13-205 of the Act.

1.25 "LEC" means an Illinois Local Exchange Carrier, which is a telecommunications carrier providing local exchange telecommunications service as defined in Section 13-204 of the Act; and includes telecommunications carriers that are mutual concerns as defined in Section 13-202(b) of the Act.

1.26 "NECA Formula" means the National Exchange Carrier Association standard for apportioning toll-free intrastate (e.g., 800, 888 and 887) TRS Calls between a state and federal jurisdictional payment responsibility (or, such other apportionment formula as succeeds the NECA standard by mutual agreement of the parties).

1.27 "Policy and Procedures Manual" means the Vendor's policy and procedures manual regarding TRS Calls (including, but not limited to, as set forth in Section 4.6 below).

1.28 "Prior Agreement" means that certain Illinois Telecommunications Relay Service Agreement by and between AT&T Corp. and ITAC dated July 14, 1994.

1.29 "Prior Vendor" means AT&T in its capacity as provider of Relay Service pursuant to the Prior Agreement.

1.30 "Proposal" means the proposal Vendor submitted to ITAC on April 15, 1999 in response to the RFP and the supplemental responses provided in response to ITAC's follow-up questions.

1.31 "Relay System" means the facilities, equipment, software and personnel used by Vendor to provide the Relay Service, as more fully set forth in Section 2.2 below.

1.32 "Roaming TRS Calls" means TRS Calls originating outside the State of Illinois and terminating either in Illinois or outside Illinois made by Users using access numbers allocated to Illinois Relay Service. "Billable Roaming TRS Calls" means only those Roaming TRS Calls that originate in one state and terminate in the same state.

1.33 "RFP" means the Request for Proposal issued by ITAC on or about February 2, 1999 for the provision of Telecommunications Relay Service to callers in the State of Illinois.

1.34 "Rules" means the Commission's rules governing ITAC and/or related to the provision of Telecommunications Relay Service, which rules are set forth in 83 Ill. Adm. Code Part 756.

1.35 "Staff Liaison" means the Commission Staff Liaison established by 83 Ill. Adm. Code Sec. 755.400.

1.36 "Telecommunications Relay Service", "TRS" or "Relay Service" means, as more fully set forth in Section 2.2 below, telephone transmission services that provide the ability for an individual with a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio.

1.37 "Total Billable Minutes" shall be the sum of all Billable Minutes for all TRS Calls placed during the applicable monthly billing period.

1.38 "Transliterate" means either (a) to voice a message received by means of a TTY; or (b) to send by TTY a voiced conversation.

1.39 "TT" or "TTY" means text telephone, i.e., a device which employs graphic or braille communication in the transmission of coded signals through a wire or radio communication system, including, but not limited to, any wireline or wireless telephone equipped with keyboard for transmission of alphanumeric characters and/or braille language symbols, and any means determined acceptable by the FCC.

1.40 "TRS Call" means a local, long distance or international call by a User utilizing the Relay Service.

1.41 "TTY User" means an individual using a TTY who is originating or receiving a TRS Call.

1.42 "User" means either a TTY User or a Voice User.

1.43 "Voice User" means an individual who is not using a TTY and who is originating or receiving a TRS Call, e.g., a hearing individual.

1.44 "Voicemail System" means any automated system that receives telephone calls and stores a message based on the answered call, whether a telephone answering machine, a computer or otherwise.

2. PROVISION OF TELECOMMUNICATIONS RELAY SERVICE

2.1 Relay Service Start Up: Transition from Prior Vendor. Vendor shall perform all tasks and services necessary to ensure an orderly transition to Vendor's Relay Service. Vendor shall transition ITAC to Vendor's Relay Service in accordance with the transition plan set forth on Attachment H.

2.2 Provision of Relay Service and Relay System.

2.2.1 Vendor shall provide the Relay Service for the benefit of State of Illinois Users of the Relay Service in accordance with the obligations set forth in Attachments A and B, and as otherwise set forth in this Agreement.

2.2.2 Vendor shall provide, maintain, operate, repair and upgrade the Relay System for the provision of Relay Services, in accordance with the system requirements set forth in Attachments C and D and as otherwise set forth in this Agreement. Section 6.6.2 sets forth the applicable provision regarding the issue of price revisions for technology upgrades.

2.3 Relay Service Center(s).

2.3.1 Vendor agrees to provide Relay Service only from the Center, subject to Sections 2.3.2 and 2.3.3 below.

2.3.2 ITAC may, in its sole discretion but with no less than 120 days prior written notice to Vendor, request that Vendor cease using one or more of the Centers for performing the Relay Services. Promptly upon the last day of the not less than 120 day period set forth in the preceding sentence, Vendor shall cease using such Centers for provision of the Relay Services.

2.3.3 Vendor shall not remove a Center from performing Relay Services under this Agreement without the prior, written approval of ITAC, unless the Center is being permanently closed and ceases to perform any relay services of any kind for any person or entity.

2.4 Regulatory Standards.

2.4.1 Vendor shall provide the Relay Service and the Relay System in full compliance with the provisions of this Agreement, the Rules and the FCC Regulations, subject to joint pricing review obligations set forth in Section 6.6. For

instance, the Relay Service shall at all times conform, at a minimum, to the "Standards of Service for Telephone Utilities" set forth in 83 Ill. Adm. Code Part 730, as may be amended from time to time, and as may be appropriate for Relay Service.

2.4.2 If any services, functions or responsibilities not specifically described in this Agreement are an inherent or necessary part of the performance of the Relay Service, they shall be deemed to be included within the scope of the Relay Service as if they were specifically described in this Agreement unless ITAC determines, at any time during the term of this Agreement, that such services, functions and/or responsibilities materially adversely affect the scope and function of the Relay Services specifically described in this Agreement.

2.4.3 In the event of an actual conflict between the FCC Regulations, the Rules and this Agreement, the order of priority only for resolving the conflict shall be: (x) the FCC Regulations, (y) the Rules and (z) this Agreement, unless a different order of priority is established by a governing statute and/or regulation. Notwithstanding the foregoing, if the Rules contain standards or performance requirements that are more stringent than those set forth in the FCC Regulations, the Rules shall have priority over the FCC Regulations with respect to such standards or performance requirements. Similarly, if this Agreement contains standards or performance requirements that are more stringent than those set forth in either the FCC Regulations and/or the Rules, then this Agreement shall have priority with respect to such standards and/or performance requirements.

2.4.4 The Vendor shall meet the FCC's standards for Relay Service necessary to maintain state certification at all times.

2.4.5 If the standards for Relay Service operations set forth in the Rules or the FCC Regulations change as a result of amendments or interpretations of the Rules or the FCC Regulations by governing bodies of competent authority, Vendor agrees to provide Relay Service in accordance with such changes. If any Rule or FCC Regulation change materially adversely affects the ability of Vendor to provide Relay Service on the same or similar technological or economic basis as contemplated by this Agreement, the parties shall meet to review the effect of such changes pursuant to Section 6.6.1 below; provided, however, that Vendor shall not be excused from performing its obligations hereunder.

2.4.6 ITAC shall inform Vendor promptly of any amendment or change in interpretation or enforcement of the Rules. Vendor shall inform ITAC promptly of any amendment or change in interpretation or enforcement of the FCC Regulations.

3. SUBCONTRACTORS.

3.1 Use of Subcontractors. Vendor shall not use any subcontractor other than an ITAC-approved subcontractor to perform Relay Services.

3.2 Initial Notice of Subcontractors. The subcontractors listed in Attachment M shall be deemed approved by ITAC for the scope of subcontracted services set forth in that Attachment M.

3.3. Notice of Subcontractors. Prior to entering into any subcontract with a subcontractor subject to Section 3.1, Vendor shall provide ITAC reasonable prior written notice specifying (i) the proposed subcontractor with firm name, (ii) the qualifications of the proposed subcontractor and a description of the subcontractor's ability to perform the work under the subcontract, (iii) the components of the Relay Service affected, (iv) the scope of the proposed subcontract and (v) an explanation of the reasons for the proposed subcontract.

3.4 Removal of Subcontractors. ITAC also shall have the right during the term of this Agreement to direct Vendor to replace any subcontractor as soon as possible, if (i) the subcontractor's performance is materially deficient; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the Subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been material misrepresentations by or concerning the subcontractor. ITAC's right to have Vendor replace a subcontractor as stated in the preceding sentence shall be subject to (x) ITAC having provided Vendor with a notice of the problem subcontractor, in which notice ITAC shall use reasonable efforts to specify ITAC's issues with the subcontractor, and (y) Vendor shall have thirty (30) days from the date of receipt of such notice to cure (or cause the subcontractor to cure) to ITAC's satisfaction, the issues raised in ITAC's notice. This Section 3.4 shall not limit ITAC's other rights and remedies set forth in other provisions of this Agreement.

3.5 Vendor Responsibility for Subcontractors. Vendor shall remain responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by Vendor's employees. Vendor shall be ITAC's sole point of contact regarding the Relay Services, including with respect to payment. Vendor will be liable for, and will indemnify and hold harmless, ITAC and the LECs from and against any claim arising from any act, omission or negligence on the part of any such subcontractor(s) in the course of performing services for Vendor hereunder.

4. PERSONNEL

4.1 Illinois Account Manager. Kristine Shipley shall be the interim (i.e., first) "Illinois Account Manager" for ITAC. The Illinois Account Manager (i) shall be located in Springfield, Illinois (except that the interim Illinois Account Manager shall be located in Dublin, OH); (ii) shall have primary responsibility to manage Vendor's obligations under this Agreement and this management responsibility shall be the Illinois Account Manager's primary job responsibility; (iii) serve as the single point of accountability for issues regarding the Relay Services (including, without limitation, Relay Service performance issues, contract modifications, billing and collection issues,

policies and procedures (and ITAC-requested changes to policies and procedures), and user inquiries and complaints and inquiries from the Commission), and (iv) have day-to-day authority for ensuring ITAC and TTY User satisfaction and attainment of all performance standards under this Agreement, including, but not limited to, with respect to authority over the Centers. Unless the following obligation would conflict with Vendor's human resources and legal requirements for hiring and separation, Vendor shall not remove or replace the Illinois Account Manager without first providing to ITAC at least thirty (30) days prior notice and receiving ITAC's approval of the replacement Illinois Account Manager. If Vendor's human resources and legal requirements for hiring and separation do not permit the foregoing, then Vendor shall provide ITAC as much advance notice of any replacement as possible. Any replacement shall have substantially similar or more credentials/experience in the field of provision of Relay Services and substantially similar or more authority.

4.2 Escalation. If, at any time, ITAC desires to escalate one or more issues regarding Vendor's obligations under this Agreement, then ITAC may contact the Illinois Account Manager's senior management (including, but not limited to, those persons listed in Attachment P). Those Vendor persons shall promptly (a) meet with ITAC to discuss all relevant issues with ITAC, and (b) institute remedies within Vendor's operation to address ITAC's concerns to ITAC's satisfaction.

4.3 Turnover of CAs. Without limiting its rights under this Agreement, if ITAC reasonably believes that the turnover rate of CA personnel is affecting the quality of Relay Service and so notifies Vendor, Vendor shall meet with ITAC to discuss the reasons for the turnover rate.

4.4 CA Obligations, Qualification and Training.

4.4.1 Each CA shall be trained to, and shall perform as applicable to each TRS Call routed to that CA, the Relay Service, including, but not limited to, the functions set forth in Attachment A and the TRS Call procedures set forth in Attachment E. Vendor shall not use any volunteer CAs.

4.4.2 CA TRS Call Procedures. CAs shall at all times, and for each TRS Call, follow the TRS Call procedures set forth in Attachment E.

4.4.3 At a minimum, each CA shall be trained in accordance with the training program outline set forth in Attachments F and N.

4.4.4 Vendor shall require that all prospective CAs take and pass a quantifiable, performance-based Relay Communication Assistant Proficiency Examination that will be reviewed and approved by ITAC. This examination will cover spelling; typing; diction; relay procedures; characteristics of ASL as it may be reflected in the written language of TTY users; hearing and speech disability cultures, languages, and etiquette; ethics and confidentiality; and professional judgment. This test will have as its

minimum requirements the proficiency skills for CAs mandated by this Agreement. Vendor shall ensure that material from these tests is not available to the CAs before testing time and shall change portions of the test from time to time as required to ensure that testing accurately reflects the skills of the tested CAs. CAs shall be retested annually; and Vendor shall test approximately 25% of its CAs each calendar quarter. No one shall be employed or utilized as a CA until he or she has passed the proficiency examination most recently taken by the CA, with the level required for a "pass" being mutually agreed by the parties.

4.4.5 Any deficiencies in CA skills or performance (whether on an individual CA basis or by more than one CA) shall be addressed as reasonably directed by ITAC, in cooperation with Vendor.

4.4.6 Vendor shall observe all CAs on a monthly basis to ensure they maintain the required standards of skills. Any deficiencies in skills shall be addressed by Vendor immediately through supervisory feedback, ongoing coaching, additional training, employee development plans, and other appropriate means.

4.5 CA Counseling and Support.

4.5.1 Vendor shall provide counseling and support program(s) that assist CAs with the emotional aspects of relaying calls. The programs shall be available for use by CAs for such counseling and support, and shall be staffed twenty-four (24) hours per day, seven (7) days per week by trained counseling professionals.

4.5.2 CAs shall in no event give to the support person the names of the callers involved. The counseling support system must strictly follow the confidentiality provisions of this Agreement.

4.6 Policy and Procedures Manual. Vendor shall maintain and update the Policy and Procedures Manual throughout the term of this Agreement. Vendor shall allow ITAC access to (and, at ITAC's request, shall provide ITAC a copy of) the most recent version of the Policy and Procedures Manual. The Policy and Procedures Manual shall include, without limitation, policies and procedures governing confidentiality, ethics, handling of emergency and crisis calls, process for the supervision of CAs, consequences of noncompliance with policies, and functions and roles of a CA. Vendor shall continuously review and revise its policies and procedures as needed throughout the term of this Agreement to ensure that they are responsive to changing technology, changing regulatory requirements, and the requests of ITAC, subject always to ITAC's approval. Vendor shall be responsible to ensure that CAs comply with the terms of the Policy and Procedures Manual and this Agreement.

5. CONFIDENTIALITY

5.1 General Nondisclosure Obligations.

5.1.1 Confidential Information. In connection with this Agreement and the provision of Relay Service hereunder, either party may disclose to the other (and ITAC may disclose to the LECs, ITAC's Advisory Council and the Commission) business, technical and other information and/or materials (in written, electronic or other format) which the disclosing party considers proprietary and confidential (collectively, "Confidential Information").

5.1.2 Permitted Use and Disclosure.

(i) Confidential Information shall only be used for the purpose of providing Relay Service under this Agreement and/or as expressly permitted in this Agreement. Confidential Information shall be reproduced only to the extent necessary for that purpose.

(ii) The receiving party agrees to restrict disclosure of the other party's Confidential Information to its employees with a need to know, and to advise those employees of the obligations of confidentiality arising hereunder. Neither party shall disclose the other party's Confidential Information to any third party without the prior written approval of the other party, except that (x) either party may disclose the other party's Confidential Information to the FCC and/or the Commission pursuant to their applicable rules and/or official requests; and (y) ITAC may disclose the Vendor's Confidential Information to the LECs and ITAC's Advisory Council, subject to the LECs and ITAC's Advisory Council complying with Section 5.1.2(i).

5.1.3 Neither party shall be liable for the inadvertent or accidental disclosure of the other party's Confidential Information, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the care such party normally takes to preserve its own proprietary information of a similar nature.

5.1.4 These restrictions on the use and disclosure of Confidential Information by a party shall not apply to any information which (a) is received from third parties by the disclosing party without restriction; (b) is or has become publicly available, other than by unauthorized disclosure; (c) is independently developed by such party or any affiliated company; or (d) is not reasonably known by such party to be Confidential Information, which exception shall not apply to any Confidential Information upon which is stamped or written the word "CONFIDENTIAL" when disclosed by the disclosing party. Additionally, these restrictions on use and disclosure shall not apply to Vendor regarding information that is provided by Vendor to ITAC in compliance with Sections 6.2, 7 and/or 9.2.

5.1.5 This Section 5.1 shall not limit the obligations set forth in Section 5.2.

5.1.6 Notwithstanding anything to the contrary in this Section 5.1 except Section 5.1.5, the party owning any information and/or materials shall not be restricted from any use or disclosure thereof under this Section 5.1.

5.2 Confidentiality of TRS Calls.

5.2.1 All User names, TRS Calls, and all conversations, Transliterations, subject matter and other content of any kind or nature, in such TRS Calls (collectively, "TRS Conversations") will be strictly confidential, except as otherwise required or permitted by law. CAs, supervisors and other Vendor personnel will not reveal information about any TRS Call, including the information below, except the minimum necessary for billing purposes and except as otherwise required or permitted by law.

5.2.2 CAs shall be required to sign an agreement of confidentiality promising not to disclose the identity of any Users, their own identity, or that of fellow relay CAs or any TRS Conversations learned, heard or seen during the course of relaying TRS Calls. The foregoing confidentiality obligation shall be in force and effect at all times during the period of employment with Vendor and at all times after termination of employment.

5.2.3 When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:

- (a) names, genders, or ages of the parties to the TRS Call;
- (b) originating or terminating points of the TRS Call; or
- (c) specifics of the information conveyed in the TRS Call.

5.2.4 CAs will not discuss, even among themselves or their supervisors, any names or specifics of any TRS Call, except as required in instances of resolving complaints. CAs may discuss the general situation with which they need assistance in order to clarify how to process a particular type of TRS Call or in a counseling situation. CAs shall be trained to ask questions about procedures without revealing names or specific information that will identify a User.

5.2.5 If a User is in an emergency or life-threatening situation, the CA may notify the CA's supervisor and/or an emergency dispatcher of the User's name and relevant information consistent with the procedures set forth in Section 12 of Attachment E.

5.2.6 Watching or listening to TRS Calls by anyone other than the CA performing Relay Services for that TRS Call is prohibited except as required for training or quality assurance purposes or other purposes specifically authorized by ITAC and consistent with Commission rules.

5.3 A copy of the Vendor's confidentiality policy, which shall be consistent with the terms of this Agreement, will be promptly provided to a User upon request by that User.

5.4 All claims of breach of confidentiality shall be promptly investigated by Vendor, and Vendor shall notify ITAC of all such claims, and the timing and results of the investigation of such claims. A CA or other Vendor employee (or subcontractor or subcontractor employee) who, after investigation, is found to have violated this Agreement's confidentiality rules and regulations will be terminated immediately.

5.5 Vendor will be restricted to collecting and storing only that personal information necessary to provide and bill for the Relay Service being rendered. Users will not be required to give their full names or the full name of the party they are calling. No information that is permitted to be collected will be recorded in any form without the permission and knowledge of all Users on the TRS Call (except for billing purposes and except for Customer Database: information applicable to a particular User for which only the permission and knowledge of the applicable User shall apply). This information will not be used for any other purposes, or distributed, transferred, conveyed or sold in any manner or form to any third party.

5.6 Any paper printouts or electronic memory storage made at any Center of communications conducted over the Relay Service shall be destroyed at the completion of the TRS Call except as required by law, required for provision of the Relay Service, and except such information as is required for billing purposes.

5.7 The User preference database shall be confidential and shall not be provided to any other relay service provider. The User preference database shall be proprietary to Vendor and shall not be disclosed to any person or entity, provided, that Vendor shall assist (including, but not limited to, at the request of ITAC) each User with data in the database in maintaining, updating and confirming the accuracy of the User's data.

5.8 No written or taped information regarding a TRS Call shall kept once the TRS Call is released from the CA position. The "from" and "to" numbers shall be deleted once the TRS Call has been terminated except as expressly required to perform a Relay Service function (e.g., last number redial). Once the TRS Call has terminated, the billing information shall be transferred to the billing files and shall no longer be accessible except for billing purposes.

6. PAYMENT TERMS

6.1 **Charges.** Vendor's sole charge to ITAC for Vendor's performance of its obligations under this Agreement shall be in the amount of the Total Conversation Minutes occurring in the monthly billing period multiplied by the price per minute set forth in the Price Schedule in Attachment K. The charges described above shall

constitute the only compensation that ITAC shall pay to Vendor for the performance of services under this Agreement. ITAC shall not be liable for any other costs incurred as a result of Vendor's performance of this Agreement.

6.2 Invoicing.

6.2.1 Vendor shall invoice ITAC at monthly intervals in arrears for the services provided in the preceding month under this Agreement.

6.2.2 All bills submitted to ITAC shall set forth all charges in sufficient detail, and shall be accompanied or preceded by such supporting documentation, including (without limitation) the reports required under this Agreement and as ITAC may otherwise reasonably require, to allow ITAC to determine whether all amounts billed are properly billable to ITAC, including but not limited to the Total Billable Minutes. ITAC agrees to give Vendor at least 30 days' prior written notice of any change in ITAC's requirements for supporting documentation.

6.2.3 Undisputed invoiced amounts shall be due and payable by ITAC within thirty (30) days from the date of receipt by ITAC of the applicable invoice and all supporting documentation. ITAC shall notify Vendor of disputed amounts. ITAC shall not unreasonably dispute any invoiced amounts. In the event there is a disputed amount, the parties shall provide supporting information to each other regarding the disputed amount and shall negotiate in good faith to resolve the payment obligation regarding the disputed amount.

6.3 User Charges. Vendor shall not charge Users any amount for the obligations performed by Vendor under this Agreement. Users placing calls through the Relay Service shall be billed by the individual LECs or IXC (and not by Vendor unless Vendor is the IXC of choice for the TRS Call), as if the User had placed the TRS Call directly without using the Relay Service. For purposes of the preceding sentence, Vendor shall permit Users to bill TRS Calls to LEC calling cards, to IXC calling cards and credit cards as set forth in Section 2(d) of Attachment B. Vendor shall also permit Users to place collect TRS Calls and to bill TRS Calls to third parties.

6.4 Coin Sent-Paid Calls. Vendor shall comply with FCC and Commission requirements regarding billing for coin sent-paid calls.

6.5 Charges for Interstate and International TRS Calls.

6.5.1 Interstate and International Calls.

(a) Vendor shall treat all interstate (which shall be deemed to include interstate 800, 888, and 877 calls) and international costs involved in providing the Relay Service (e.g., CA time, facility and equipment usage, overhead, billing and administrative costs, etc.) as completely separate from intrastate costs; provided,

however, that the following may be allocated to ITAC: (i) intrastate toll-free (e.g., 800, 888 and 887) TRS Calls to the extent of the NECA Formula, and (ii) Billable Roaming TRS Calls. Notwithstanding anything in this Agreement to the contrary, ITAC will not be required to reimburse Vendor for any costs or charges associated with the provision of Relay Services for interstate and international TRS Calls.

(b) Compensation for interstate and international TRS Calls will be according to FCC guidelines and shall not be the responsibility of ITAC. Rates for intrastate, interstate and international long distance services shall be at the rate that would apply to the User if the TRS Call had been placed by the User without the use of the Relay Service. This rate shall not affect any applicable discounts offered to calling Users by the carrier.

6.5.2 Refund of IntraState Toll Call Revenue. Vendor will provide to ITAC a monthly credit (against amounts owed from ITAC to Vendor) in the amount Vendor bills to Users for intrastate toll calls. The amount credited shall be shown as a line item on each invoice sent by Vendor pursuant to Section 6.2 above. This amount will be calculated by crediting only the intrastate toll revenues billed by Vendor, but will not include intrastate toll calls processed through any carrier of choice other than Vendor.

6.6 Pricing Review.

6.6.1 Regulation. The parties agree to review the pricing terms of this Agreement to the extent of applicable changes to the FCC Regulations.

6.6.2 Technology Upgrades. To the extent technology upgrades are either approved by ITAC pursuant to Section 4 of Attachment D or mandated by the FCC or the Commission, the parties agree to review the cost to ITAC for such upgrades provided, however, that ITAC shall not be responsible for the cost of any upgrade that does not add new functionality to the Relay Service or otherwise implement a User-discernible improvement to the Relay Services.

6.6.3 Rights to Renegotiate on Term Basis. For pricing in Attachment K for option years 6, 7 and 8, the parties agree to negotiate and agree on the price, within the range set forth in Attachment K for the applicable option years, not later than eighteen (18) months prior to the commencement of the applicable option year. The parties may negotiate a single price that will apply to more than one of the option years.

6.6.4 Pricing Review Guidelines. This Section 6.6.4 applies to Sections 6.6.1, 6.6.2 and 6.6.3. Pricing reviews pursuant to this Section 6.6 will be performed by both parties in good faith. Vendor shall not request price changes that are disproportionately allocated to the State of Illinois for matters applicable to all jurisdictions to which Vendor provides TRS. Vendor shall not be relieved of its obligations to perform the Relay Services during any price review and/or renegotiations.

7. RECORDS AND REPORTING REQUIREMENTS

7.1 General.

7.1.1 Vendor shall maintain suitable records of Relay Service operations in sufficient detail to permit review and determination of Relay Service results and compliance with the requirements of this Agreement, the Rules and the FCC Regulations.

7.1.2 Vendor shall prepare:

(a) the reports described in Attachment I and Section 9.2 below.

(b) traffic studies and other records to the extent and frequency necessary to determine that sufficient equipment and an adequate operating personnel are provided, and to determine that the requirements of the Rules, the FCC Regulations and this Agreement are being met.

(c) an annual report of operations, traffic patterns and accounting details of the Relay Service (including, without limitation, a breakdown of Conversation Minutes and the calculation thereof, as ITAC may reasonably require), in sufficient detail to enable ITAC to determine whether the requirements of the Rules, the FCC Regulations and this Agreement are being met, and which shall include a short narrative regarding the past year's performance of the Relay Services and any improvements and/or upgrades thereto made during that year.

(d) any other data and/or report reasonably requested by ITAC in reporting formats satisfactory to ITAC.

7.1.3 Each of the reports and other items described in Section 7.1.2 (except the annual report) shall be provided by Vendor to ITAC on a monthly basis within twenty-one (21) days of the last day of each month of the term of this Agreement. Timely submission of all reports by Vendor shall be a prerequisite to payment by ITAC of Vendor's invoice for the month. All such reports shall be considered "supporting documentation" for purposes of Section 6.2.2 of this Agreement.

7.1.4 The annual report shall be provided not later than February 28 of each calendar year of the term of this Agreement.

7.1.5 Vendor shall supply ITAC with copies of the reports and other items set forth in Section 7.1.2 (and the supporting detail from which Vendor prepared such reports and other items) promptly upon ITAC's request and at such other times as are set forth in this Agreement. Vendor's records and reports of Relay Service operations shall be made available during normal business hours for inspection by ITAC or its designated agents and consultants, the Commission, the Advisory Council and/or the

Staff Liaison upon three (3) days prior notice at any time during the term of this Agreement.

7.2 Ownership. Except as otherwise expressly set forth in this Agreement, all right, title and interest in and to all records, summaries, statistics, data, reports and other information relating to the Relay Service prepared by Vendor as required by Section 7.1 shall be the property of ITAC, to be used by ITAC for its business purposes as ITAC may determine, in its sole discretion; provided that (a) aggregate data regarding all states served by the Center shall be subject to the provisions of Section 5.1; and (b) the technical specifications of the Relay System; staffing levels; and employee information not set forth in this Agreement shall be proprietary to Vendor.

7.3 Performance Evaluation by ITAC. Vendor acknowledges and agrees that ITAC, the Commission, the Staff Liaison and the Advisory Council are each obligated to review the Relay Service operations in order to assure the furnishing of service in accordance with the standards set forth in this Agreement. Accordingly, and in accordance with the applicable Commission regulations (e.g., 83 Ill. Admin. Code 756.215) ITAC, the Commission, the Staff Liaison and the Advisory Council, or their designated auditing agents (collectively, the "Reviewing Parties") shall have the right from time-to-time to audit the Vendor's non-financial books, records, facilities and operations to determine Vendor's compliance with this Agreement. Such audits may take place at Vendor's offices and/or the Center(s) during normal business hours. Vendor shall cooperate with the Reviewing Parties in completing any such audit. The Reviewing Parties shall pay only their costs relating to the performance of such audit. Notwithstanding the preceding sentence, if such audit reveals that Vendor has failed properly to account for the Conversation Minutes, then Vendor shall immediately pay to ITAC (i) the amount overpaid by ITAC for any improperly charged Billable Minutes together with interest on such amount at the rate of ten percent (10%) per annum accrued from the date such amount was paid by ITAC to the date repaid by Vendor; and (ii) the costs incurred by the Reviewing Parties in conducting the audit. Vendor shall also promptly address and resolve (to ITAC's satisfaction) any non-monetary deficiencies in Vendor's performance of its obligations revealed by the audit. ITAC shall cause its employees (and the designating party shall cause its designated auditing agent) to be bound by confidentiality obligations with respect to Vendor's materials reviewed in any audit which confidentiality obligations shall be consistent with ITAC's confidentiality obligations under this Agreement.

8. SERVICE CREDITS

8.1 General. Vendor acknowledges that in the event of a failure by Vendor to meet any of the standards for performance for which a credit is provided in this Section 8, ITAC would sustain immediate and irreparable injury. Accordingly, if Vendor fails to meet any such performance standards, then, in addition to any other remedies available to ITAC at law or in equity, ITAC shall be entitled to the performance credits specified below. If ITAC recovers other monetary damages as a result of Vendor's failure to meet

one or more of such performance standards, Vendor shall be entitled to set-off any performance credits paid for the failure(s) giving rise to such recovery. Vendor acknowledges and agrees that such performance credits are in the nature of liquidated damages and that they are reasonable and not punitive in nature.

8.2 Blocked Call Performance: ITAC shall be entitled to \$2,500.00 for each calendar day that the Average Daily Blockage Rate for all TRS Calls made pursuant to this Agreement during the applicable time period is greater than one percent (1.0%).

8.3 Answer Performance: ITAC shall be entitled to a performance credit of \$2,500.00 for each calendar day that either (a) the Average Daily Answer Time for all TRS Calls made pursuant to this Agreement during the applicable 24-hour time period is greater than seven (7) seconds with a standard deviation of 2.9 seconds; or (b) less than eight-five percent (85%) of all TRS Calls made pursuant to this Agreement during the applicable 24-hour time period are answered within ten (10) seconds.

8.4 Delay in Implementation of Service. If Relay Service is not fully implemented and available for use by Users at 12:01 am on the Commencement Date, then Vendor shall pay an amount or amounts equal to the invoices of the Prior Vendor reflecting Prior Vendor's costs and fees in maintaining the Prior Vendor's Relay Services in operation until Vendor's Relay Service is fully operational. Notwithstanding the foregoing, Vendor shall not be obligated under this Section 8.4 if the failure to meet the aforesaid deadline is due to events beyond the reasonable control of Vendor and Vendor has used its best efforts to meet the deadline.

8.5 [intentionally omitted]

8.6 Service Reliability: If a total failure (or a partial disruption, meaning thirty (30%) percent or more of all TRS Calls are unable to be completed) in Relay Service lasts more than three (3) consecutive hours, or totals more than three (3) hours in any twenty-four (24) hour period, ITAC shall be entitled to a performance credit in an amount equal to the average cost to ITAC of one (1) day's provision of the Relay Service, based on the prior month's invoice. ITAC shall be entitled to such a performance credit for each such occurrence.

8.7 Additional Performance Credit Obligations. The dollar amounts set forth as performance credits in Sections 8.3.1, and 8.5 shall increase by ten percent (10%) on a cumulative basis for each consecutive day performance credits are due under those sections. Each performance credit set forth in each subsection of this Section 8 shall be due and payable independent of whether other performance credits are due and payable with respect to the same or different matter or day.

8.8 Payment of Performance Credits. ITAC may, at its option, either (a) offset the amount of any performance credits due ITAC pursuant to this Section 8 from amounts

ITAC must pay Vendor pursuant to Sections 6.1 and 6.2 above, or, (b) require Vendor to pay to ITAC the amount of any performance credits due ITAC pursuant to this Section 8.

9. PUBLICITY AND CONSUMER INPUT

9.1 Publicity. ITAC shall be primarily responsible for publicizing the Relay Service. Vendor and ITAC agree that ITAC shall be the primary point of contact for Relay Service outreach requests within the State of Illinois and that press releases and other publicity materials which directly promote Relay Service within the State of Illinois to users of the Relay Service shall be coordinated through ITAC. Any publicity of Relay Service to Users or potential Users within Illinois by Vendor shall be at the expense of Vendor and shall be subject to the prior approval of ITAC's executive director (or his/her designee at ITAC), which approval shall not be unreasonably withheld. Vendor shall provide to ITAC copies of any press releases or other publicity, advertising or marketing materials relating to Relay Service prior to issuance, for ITAC's review and approval, which approval shall not be unreasonably withheld. Vendor shall not issue any such releases or materials without ITAC's approval. Vendor shall make its relay service magazine ("Relay Today") available to Users.

9.2 Quality Assurance: Consumer Surveys

9.2.1 Vendor shall monitor Relay Service quality by placing at least 300 anonymous test TRS Calls monthly. Such test TRS Calls shall be initiated routed to the Centers on a blind basis, shall be made equally by Voice and TTY Users, and shall be placed at a variety of times and on a variety of days. The quality of such test TRS Calls shall be judged on specific points agreed upon by ITAC and Vendor. Vendor shall report monthly to ITAC the results of its quality monitoring, in substance and in format acceptable to ITAC.

9.2.2 Vendor shall conduct all surveys or other measurement of Illinois User satisfaction with Relay Service in compliance with the confidentiality requirements of the Rules and Section 5 of this Agreement. Any surveys or other measurement of Illinois Users' satisfaction with the Relay Service conducted by Vendor shall be at the expense of Vendor and shall be subject to the prior approval of ITAC, which approval shall not be unreasonably withheld. Vendor shall promptly provide all results of any such surveys or other measurements to ITAC.

9.3 Input of Advisory Council. Vendor recognizes and acknowledges that ITAC is obliged to seek the input of the Advisory Council in the provision of Relay Service. Vendor agrees to make one or more of its managers for Relay Service, including the Illinois Account Manager, available to meet in Illinois with representatives of ITAC and the Advisory Council, upon ITAC's request, at least twice per year at the Advisory Council's bi-annual meeting. Vendor shall not contact, or attend meetings with, the Advisory Council regarding Relay Service without the prior approval of ITAC.

10. REPRESENTATIONS AND WARRANTIES

10.1 Performance Warranty. Vendor represents and warrants that it shall provide the Relay Services in accordance with the provisions set forth in this Agreement and in a timely, professional and workmanlike manner. Vendor represents and warrants that it shall use qualified individuals with suitable authority, training, education, experience, competence and skill to perform the Relay Services.

10.2 Facilities Maintenance, Repair and Upgrade Warranty. Vendor represents and warrants (a) that it shall maintain the Relay System in accordance with all applicable manufacturers' and licensors' specifications and in good operating condition; (b) that it shall perform all necessary repairs and advisable preventive maintenance on the Relay System to meet its representation and warranty in Section 10.2(a); and (c) that it shall upgrade the Relay System as necessary to meet its obligations in this Agreement.

10.3 Efficiency and Cost Effectiveness Warranty. Vendor represents and warrants that it shall use commercially reasonable efforts to provide the Relay Services in the most cost-effective manner consistent with the required level of quality and performance.

10.4 Non-Infringement Warranty. Vendor represents and warrants that it shall perform its responsibilities under this Agreement, including, but not limited to, providing the Relay System, in a manner that does not infringe or misappropriate any Intellectual Property Rights of any third party.

10.5 Corporate Authority Warranty. Vendor represents and warrants to ITAC that:

10.5.1 It has the requisite corporate power and authority to enter into this Agreement and to its obligations hereunder;

10.5.2 It has obtained, and shall maintain in full force and effect, all licenses, authorizations or permits required to perform its obligations under this Agreement under all applicable federal, state or local laws and under all applicable rules and regulations of all authorities having jurisdiction over the Relay Services; and

10.5.3 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of Vendor.

10.6 Harmful Code. Vendor represents and warrants that it shall take all reasonable steps to prevent the introduction and proliferation of any virus or similar item in the Relay System.

10.7 Year 2000 Compliance.

10.7.1 Vendor represents and warrants that the Relay System, and all components thereof, shall accurately process, store and exchange all date and time data, including, but not limited to calculating, comparing, and sequencing from, into, and between the twentieth and twenty-first centuries, including leap-year calculations; provided that other information technology that is not part of the Vendor's network that is used in combination with Vendor's Relay Service properly exchanges date/time data with the Relay System.

10.7.2 If any part of the Relay System does not comply with the foregoing requirements, Vendor shall provide, at no expense to ITAC, all labor, materials, and equipment necessary to make the Relay System fully compliant with the requirements of Section 10.7.1.

10.8 Insurance Warranty. Vendor represents and warrants that it shall meet or exceed the insurance requirements set forth in this Agreement.

11. INDEMNIFICATION

11.1 Indemnification by Vendor. Vendor agrees to indemnify, defend and hold harmless ITAC, each LEC, and each of their officers, directors, agents and employees from and against any and all third-party claims, demands, losses, costs, expenses, obligations, liabilities, damages and recoveries (including, without limitation, interest, penalties and attorneys' fees) (collectively, "Losses") incurred or suffered by ITAC, any LEC, or any of their officers, directors, agents and employees (or any combination thereof) arising out of or in any way relating to Vendor's provision of the Relay Service and/or the Relay System, and Vendor's acts or omissions in the provision of Relay Service and/or the Relay System.

11.2 Intellectual Property Indemnity. Vendor agrees to indemnify, defend and hold ITAC harmless from and against any Losses arising out of a claim that the use by any person or entity of the Relay Service and/or the Relay System, or any component thereof, constitutes an infringement or misappropriation of any Intellectual Property Rights of any third party. Vendor shall have the exclusive right to defend or settle any such claim; provided, that no settlement shall impose any obligation, restriction or loss on ITAC without its prior written consent. ITAC shall cooperate with Vendor in the defense or settlement of such claim, at Vendor's expense. If Vendor determines that the right of Users to the use of the Relay Service or the Relay System is likely to be abridged, Vendor shall (i) take all reasonable steps necessary to procure any and all rights necessary such that Vendor shall not be in breach of its obligations to provide the Relay Service and the Relay System and shall not be infringing and/or misappropriating any Intellectual Property Rights of any third party; or (ii) modify the Relay Service and/or the Relay System so that no such infringement or misappropriate shall occur.

11.3 Notice of Claims; Assumption of Defense. Each person or entity entitled to indemnification under this Section 11 (an "Indemnitee") shall use reasonable efforts to give prompt notice to the person or entity obligated to provide indemnification (the "Indemnitor") of the assertion of any claim, or the commencement of any suit, action or proceeding by any person or entity in respect of which indemnity may be sought hereunder (an "Action"), specifying with reasonable particularity the basis therefor; provided, however, that the giving of such notice shall not be a condition precedent to indemnification hereunder. The Indemnitor may, at its own expense, (a) participate in, and (b) upon notice to the Indemnitee and the Indemnitor's written agreement that the Indemnitee is entitled to indemnification pursuant to the applicable subsection of this Section 11 for Losses arising out of such Action, at any time during the course of any such Action, assume, the defense thereof; provided, however, that (i) the Indemnitor's counsel is reasonably satisfactory to the Indemnitee; and (ii) that the Indemnitor shall thereafter consult with the Indemnitee upon reasonable request from time to time with respect to such Action. The Indemnitee shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor.

11.4 Settlement and Compromise. Any settlement or compromise made or caused to be made by the Indemnitee or the Indemnitor of any Action shall also be binding upon the Indemnitor or the Indemnitee, respectively, in the same manner as if a final judgment or decree has been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that no settlement or compromise shall be imposed on the Indemnitor or the Indemnitee, respectively, as a result of such settlement without its prior written consent. At least thirty (30) days' notice of any proposed settlement or compromise of any Action shall be given to the other party. Notwithstanding the foregoing, the Indemnitor shall be entitled, in its sole discretion, to settle a claim for cash only and only at its sole expense, without the consent of the Indemnitee.

12. INSURANCE AND PERFORMANCE BOND

12.1 Policies. At all times during the term this Agreement, Vendor shall carry, and require its subcontractors to carry, the following insurance in no less than the minimum amounts required by law: (a) adequate contractual and other liability insurance with respect to Vendor's obligations under this Agreement; and (b) all insurance requirements that are required by the laws of the states in which the Relay System is located and the Relay Service is performed, including, but not limited to, workers' compensation insurance and employer's liability insurance. All insurance policies required under this Agreement shall be issued by insurance companies licensed to do business in the foregoing states.

12.2 Certificates. Certificates of insurance, attesting to the existence of the insurance coverage required by this Section 12, shall be provided by Vendor to ITAC upon ITAC's request. ITAC shall be named as an additional insured an all liability

insurance policies held by Vendor and/or its subcontractors pursuant to its obligations under this Agreement.

12.3 Performance Bond. Vendor shall furnish to ITAC, on or before the Commencement Date, a performance bond in the amount of \$7,500,000.00. Vendor shall maintain that performance bond in full force and effect throughout the term of this Agreement. If ITAC draws upon the bond at any time, which ITAC shall have the right to do if ITAC determines in good faith that Vendor is in breach of its performance hereunder and Vendor is failing to make any payments due ITAC for such breach, then Vendor shall promptly bring the performance bond to its full amount as set forth in the first sentence of this Section 12.3.

13. LIMITATION OF LIABILITY

13.1 No Consequential Damages. In no event shall either party be liable to the other for indirect, incidental, consequential, reliance, punitive or special damages, including, without limitation, damages for lost profits, regardless of the form of action under which such damages may arise. However, nothing in this Section shall limit Vendor's liability (i) for its (or any of its subcontractors') willful or intentional misconduct, or (ii) for bodily injury or death proximately caused by Vendor's (or any of its subcontractors') negligence. The parties' indemnification obligations under this Agreement are not limited or affected by this Section 13.1.

13.2 ITAC's Failure to Perform. Vendor shall have no liability to ITAC for damages caused solely by ITAC's or ITAC's contractors' (other than Vendor and its subcontractors, and only to the extent such ITAC contractors are acting within the scope of their contract(s) with ITAC) failure to perform its responsibilities under this Agreement.

14. DISPUTE RESOLUTION PROCEDURE

14.1 In the event of any disagreement regarding performance under or interpretation of this Agreement and prior to the commencement of any formal proceedings, the parties shall attempt in good faith to reach a negotiated resolution by an officer or person of appropriate authority to resolve the dispute.

14.2 If a dispute between the parties hereto arises out of or relates to this Agreement, or its breach, and cannot be settled through such negotiations, (or if either party determines, in its sole discretion at any time after the commencement of such negotiations, that such negotiations shall not resolve the dispute) the parties agree to submit the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Each party shall bear its own expenses and an equal share of the compensation of the mediator and administrative fees.

14.3 If the dispute is not resolved by mediation within thirty (30) days of the date the first party gives notice of its desire to mediate the dispute, the dispute shall be referred to a panel of three arbitrators (each of whom shall be experienced in the area of telecommunication services) who shall otherwise be selected pursuant to the rules of the AAA arbitration for arbitration pursuant to the rules of the AAA, which shall be governed by the United States Arbitration Act. The arbitrators shall determine issues of arbitrability but may not limit, expand or otherwise modify the terms of this Agreement and shall not have authority to award punitive damages. The arbitration shall be held in Springfield, Illinois. The decision of the arbitrators shall be final and binding on the parties. Judgment upon any arbitration award may be entered in any court having jurisdiction.

14.4 The parties, their representatives, other participants and the mediator and arbitrators shall hold the existence, content and results of the mediation and arbitration in confidence.

14.5 Nothing in this Section 14 shall limit the right of either ITAC or Vendor to obtain injunctive relief before, during or after the pendency of any arbitration proceeding brought pursuant to this Agreement.

14.6 If a dispute described by ITAC by written notice to Vendor has not been resolved to ITAC's reasonable satisfaction pursuant to the negotiations set forth in Section 14.1, ITAC shall have the right to reduce its payments under this Agreement by an amount equal to twenty percent (20%) of the charges invoiced to ITAC in accordance with this Agreement for each month prior to the earlier of (a) a resolution of the dispute to ITAC's reasonable satisfaction, or (b) a final award by the arbitrators pursuant to an arbitration of the award. The arbitrators shall have the right to reduce a monetary award to ITAC by the actual amount of ITAC's reduction in payments under this Section 14.6 or to include in an award to Vendor an obligation of ITAC to make payments of the actual amounts of ITAC's reduction in payments made pursuant to this Section 14.6.

14.7 Vendor shall not have the right to cease performing its obligations hereunder during the pendency of any dispute and/or grievance, except in the instance of a breach by ITAC of its payment obligations as set forth in this Agreement.

15. MISCELLANEOUS

15.1 Term of Contract.

15.1.1 This Agreement shall commence on the later of (a) the Commencement Date, or (b) the date of the Commission's final order approving this Agreement.

15.1.2 If this Agreement has not been earlier terminated in accordance with its provisions, the term of this Agreement shall expire three (3) years after the

Commencement Date if no option year has been exercised pursuant to the next sentence. ITAC shall have the right to extend the term of this Agreement by five (5) consecutive one (1) year option terms, each exercisable by ITAC by written notice to Vendor no less than ninety (90) days prior to the termination date of the then-current term.

15.1.3 No termination fee shall be payable in the event of early termination by ITAC.

15.2 Termination for Breach. Either party shall be entitled to terminate this Agreement at any time by notice to the other party if the other party has committed a material breach of any term hereof and failed to cure such breach within ninety (90) days of receipt of written notice of such breach by the non-breaching party. Such termination right shall not be the terminating party's exclusive remedy for such breach.

15.3 Events Upon Termination.

15.3.1 Return of Confidential Information. Upon expiration or earlier termination of this Agreement, each party shall promptly return all Confidential Information of the other party in its (or its subcontractors') possession and/or control; provided, however, that each party may retain one copy of the other party's Confidential Information then in its possession or control for archival purposes only for use only for on-going or subsequent inquiries and/or obligations pursuant to this Agreement.

15.3.2 Performance Bond. Upon expiration of the term (or earlier termination) of this Agreement, if (a) Vendor is not then in uncured breach of this Agreement, or (b) ITAC does not have an outstanding claim to the bond (in whole or in part), then ITAC shall release the performance bond set forth in Section 12.3.

15.3.3 Orderly Transition to Next Service Provider. Upon expiration or earlier termination of this Agreement, Vendor shall fully cooperate to transfer the provision of Relay Service to such service provider or providers as ITAC shall designate in writing. Upon ITAC's written request, Vendor shall, with utmost good faith, provide such services as ITAC may request to ensure an orderly transition from Relay Service provided by Vendor to the services to be provided by the next provider. Such services may include, without limitation, coordinating the discontinuance of Vendor's Relay Service with the installation, testing, and activation of the next provider's relay service and relay system. ITAC shall pay Vendor's reasonable time-and-materials rates for such services and shall reimburse Vendor for any reasonable expenses incurred by Vendor at ITAC's request. Pending transfer of relay service responsibility, if ITAC so requests, Vendor shall continue to provide Relay Service pursuant to the terms of this Agreement. During the interim service period, all provisions of this Agreement shall apply.

15.4 Labor Actions. ITAC and Vendor will work together to formulate a contingency plan to continue Relay Service in the event of any interruption in Relay Service caused by a work stoppage or other labor action.

15.5 Assignment.

15.5.1 Vendor shall not assign its rights or delegate its duties hereunder (except to subcontractors approved pursuant to Section 3, and, then, only to the extent of their approved subcontractor duties) without the prior written consent of ITAC, which consent shall not be unreasonably withheld. In the event of an assignment under this Section 15.5.1, Vendor shall retain responsibility to the extent necessary to assure the integrity and performance levels of the Relay Service as provided for in this Agreement. Any purported assignment in breach of this Section 15.5.1 shall be null and void from the start and shall be a material breach of this Agreement.

15.5.2 ITAC's rights hereunder may be assigned and its duties hereunder delegated to its successor without the consent of Vendor.

15.6 Commission Approval. This Agreement is subject to the approval of the Commission, as set forth in 83 Ill. Adm. Code Sections 756.116 and 756.120. Vendor and ITAC each agree to use reasonable efforts to secure Commission approval of this Agreement as promptly as practicable. If Vendor is not a party to the Commission proceeding or proceedings contemplated in this Section 15.6, ITAC shall provide prompt notice to Vendor of the Commission's orders.

15.7 Consent to Jurisdiction. Vendor acknowledges that Relay Service is a service which is subject to the jurisdiction of the Commission. Vendor hereby agrees to abide by the rules, regulations and orders of the Commission with respect to the provision of Relay Service.

15.8 Choice of Law. This Agreement and the relationship of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law rules.

15.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all other prior written and oral agreements between the parties with respect thereto.

15.10 Amendment; Modification of Relay Service. This Agreement can be amended only by a writing signed by the parties hereto. Vendor shall make no changes in the Relay Services or the Relay System which changes would materially affect the provision of the Relay Service to Users or any portion of this Agreement without first providing ITAC with at least thirty (30) days prior written notice and obtaining ITAC's written consent.

15.11 Severability. If any provision of this Agreement shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted and the remainder of this Agreement shall continue in full force and effect, as if such provision

had never existed, and the parties shall promptly negotiate in good faith to replace the affected provision.

15.12 Waiver. No waiver by either party of a default by the other shall be deemed to constitute a waiver of any other default, whether similar or dissimilar.

15.13 Notices. Notices by the parties to one another shall be given in writing as follows (or to such other persons as may subsequently be identified in a notice provided in accordance with this Section 15.13). Such notices shall be effective (i) upon delivery in person, or (ii) on the date of receipt if sent by U.S. first class mail, postpaid, or by overnight delivery service, prepaid, as follows:

If to ITAC: Ms. Trudy Snell
Executive Director
Illinois Telecommunications Access Corporation
3001 Montvale Drive, Suite D
Springfield, Illinois 62704

If to Vendor: Sprint Communications Company, L.P.
(address to be provided by Vendor by written notice to ITAC)
(if no address has been provided by Vendor, then use Vendor's
address in first paragraph of this Agreement)
Attn: (Interim/Permanent) Illinois Account Manager

15.14 Title to Facilities and Equipment.

15.14.1 Title to the Relay System shall remain vested in Vendor.

15.14.2 ITAC shall have and retain sole right, title and interest in and to (a) all toll-free numbers utilized to access the Relay Service, with the exception of 711 or other FCC-imposed access numbers; and (b) the name "Illinois Relay Center".

15.15 Headings. The section headings used in this Agreement are for convenience of reference only, and shall not be used to interpret the provisions of this Agreement.

15.16 Single Point of Contact.

15.16.1 The parties shall each maintain a single point of contact for the purpose of official communications and notices, and for resolving matters such as Relay Service performance issues, contract amendments, invoicing and payment issues, User inquiries and complaints, inquiries from the Commission and/or the FCC and tariff modifications. ITAC may change its single point of contact by notice to Vendor. Neither party shall be restricted to communicating with the other party's single point of contact.

15.16.2 ITAC's initial single point of contact shall be:

Name: Ms. Trudy Snell
Executive Director
Address: Illinois Telecommunications Access Corporation
3001 Montvale Drive, Suite D
Springfield, Illinois 62704
Telephone: (217) 698-4170 (V/TTY)
Fax: (217) 698-0942
E-Mail: itac1@aol.com

15.16.2 Vendor's initial single point of contact shall be:

Name: Kristine Shipley
Address: Sprint
(address to be provided by Vendor by
written notice to ITAC)
(if no address has been provided by Vendor,
then use Vendor's address in first paragraph
of this Agreement)
Telephone: _____
Fax: _____
E-Mail: _____

15.17 Binding Nature. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and permitted assigns.

15.18 Independent Contractor.

15.18.1 Each party will conduct its business at its own initiative, responsibility, and expense. This Agreement is not intended to, and shall not be construed as, forming a partnership or other form of relationship between the parties except as independent contractors.

15.18.2 Individuals employed by each party are not employees of the other, and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of their employment. Each party has, and retains the right to exercise, full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security, withholding, workers' compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters.

15.19 Return of Bid Bond. ITAC agrees to return and/or cancel Vendor's \$1,000,000.00 bid bond at such time as this Agreement has been fully executed and finally approved by the Commission on a non-appealable basis.

15.20 Survival. The following provisions of this Agreement shall survive termination: 5, 7, 11, 13, 14, and 15.

15.21 Availability of Funds. ITAC's financial obligations are contingent upon continuation of its regulatory and/or legislative funding mechanisms. In the event that the funding level for ITAC is reduced, funding is not approved by the Commission or the Commission and/or the State of Illinois legislature takes such other action that materially impairs ITAC's ability to perform hereunder (collectively, an "Adverse Event"), ITAC reserves the right to discontinue any optional items originally purchased or to adjust mandatory service specifications in order to reduce costs. In the event of an Adverse Event, ITAC shall have the right to terminate this Agreement without ITAC, the LECs or the Commission incurring liability to Vendor.

15.22 Venue. Without limitation on the parties' obligations under Section 14 above, any legal action brought under, or in any way related to, this Agreement shall be filed in state court in Springfield, Illinois, federal court in the federal district in which Springfield is located, and/or with the regulatory authority having jurisdiction over the action.

15.23 Force Majeure. Each party shall be excused from default in the performance of its obligations hereunder if, and only to the extent that, such a default is caused by an act of God or other cause beyond its reasonable control. In such an event, the excused party shall only be so excused from performance as long as such circumstance prevails. The excused party shall notify the other party by telephone (to be confirmed promptly in writing) of any actual or reasonably anticipated force majeure circumstance.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

VENDOR: SPRINT COMMUNICATIONS COMPANY, L.P., a Delaware limited partnership

By: [Signature]

An officer of Vendor who is authorized by Vendor and Vendor's general partner to sign on behalf of Vendor

Name: Paget Alves

Title: President, Sales and Sales Support
SPRINT BUSINESS

ITAC: ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION, an
Illinois not-for-profit corporation

By: Douglas R. McFarlan

Name: Douglas R. McFarlan

Title: President